

JUDGE STEIN

08 CV 6297

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK-----X  
AURORA MARITIME INC.,

Plaintiff,

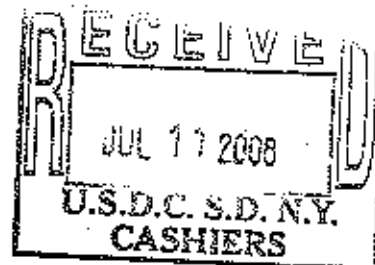
- against -

ANTARES TRANSPORT GmbH,

Defendant.  
-----X

08 CV \_\_\_\_\_

ECF CASE

VERIFIED COMPLAINT

Plaintiff, AURORA MARITIME INC., (hereafter referred to as "AURORA" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, ANTARES TRANSPORT GmbH (hereinafter referred to as "ANTARES" or "Defendant") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of a maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law and was at all material times the registered owner of the motor vessel "FANARA" (hereinafter the "Vessel").

3. Upon information and belief, Defendant ANTARES was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law with a place of business located at Am Marienbad, 12, 38640 Goslar, Germany.

4. By a fixture recap dated June 21, 2007 Plaintiff time chartered the Vessel to Defendant for a period of 3 months minimum and 4 months maximum in Charterer's option. The charter party called for the carriage of lawful merchandise, subject to specified cargo exclusions. *A copy of the fixture recap dated June 21, 2007 otherwise based on M/V Gose Racer charter party dated January 11, 2005 is annexed hereto as Exhibit 1.*

5. Plaintiff delivered the Vessel into the service of the Defendant under the time charter and at all times fully performed its duties and obligations under the charter party.

6. The charter party obligated Defendant ANTARES to pay to Plaintiff hire in the sum of \$3,250 daily INCLOT (*including overtime*) payable every 15 days in advance. *See Ex. 1.*

7. A dispute has arisen between the parties regarding ANTARE's failure to pay in full all charter party hire due and payable, unlawfully deducting from hire exaggerated vessel off hire, failing to redeliver the vessel to Plaintiff with about the same quantities of fuel oil (i.e., bunkers) as was aboard the vessel at the time of delivery, unlawfully deducting from hire a claim of cargo shortage and also failing to properly account for expenses incurred for the parties' account.

8. In particular, ANTARES owes to AURORA the following as reflected by AURORA's final hire statement: a charter hire balance due of \$51,163.54. *See Plaintiff's final hire statement attached annexed hereto as Exhibit 2.*

9. As a result of GRANIT's breach of the charter party due to its failure to pay all hire due and payable, and its failures as otherwise described herein, Plaintiff has sustained

damages in the total principal amount of \$51,163.54, exclusive of interest, arbitration costs and attorneys fees.

10. Pursuant to the charter party, disputes between the parties are to be submitted to arbitration in London subject to English law. AURORA specifically reserves its right to arbitration of its claims against ANTARES. AURORA is preparing to commence London arbitration against ANTARES.

11. This action is brought in order to obtain jurisdiction over ANTARES and also to obtain security for AURORA's claims and in aid of arbitration proceedings.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claims:	\$51,163.54;
B.	Estimated interest on claims- 3 years at 6% compounded quarterly:	\$10,008.52;
C.	Estimated arbitration costs:	\$10,000.00; and
D.	Estimated attorneys' fees and expenses:	\$20,000.00.
<b>Total:</b>		<b>\$91,172.06.</b>

13. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure<sup>1</sup>, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court,

<sup>1</sup> See Affidavit of Kevin J. Lennon in Support of Prayer for Maritime Attachment attached hereto as Exhibit 3.

held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

14. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant; citing it to appear and answer under oath all and singular the matters alleged in the Complaint failing which default judgment be entered against it;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$91,172.06 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

- C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;
- D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
- E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;
- F. That in the alternative this Court enter judgment against the Defendant on the claims set forth herein;
- G. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and
- H. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: Southport, CT  
July 11, 2008

The Plaintiff,  
AURORA MARITIME INC.

By: 

Kevin J. Lennon  
Patrick F. Lennon

LENNON, MURPHY & LENNON, LLC  
420 Lexington Avenue, Suite 300  
New York, NY 10170  
(212) 490-6050 - phone  
(212) 490-6070 - facsimile  
[kjl@lenmur.com](mailto:kjl@lenmur.com)  
[pfl@lenmur.com](mailto:pfl@lenmur.com)

ATTORNEY'S VERIFICATION

State of Connecticut )  
 ) ss.: Town of Southport  
County of Fairfield )

1. My name is Kevin J. Lennon.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am a partner in the firm of Lennon, Murphy & Lennon, LLC attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: Southport, CT  
July 11, 2008

  
Kevin J. Lennon

# EXHIBIT 1

From: "Navatrade S.A." <navatrad@otenet.gr>  
 To: mastrog1@otenet.gr  
 Subject: LgINT Message (REF:07596F600)  
 Date: Fri, 22 Jun 2007 12:13:02 +0300

TELIX MSG: 596F6-00 22/06/07 12:13

NAVATRADE SA - GD DAY - PHONE: +30210 9213222

ATT. MR. CH. VENTOURIS  
 AND  
 CAPT. ANT. KARINTZIS

RCVD FOLL F I X T U R E R E C A P FM CHRS' BROKERS

QTYTE

RE MV PANARA / ANTARES - TC PERIOD 3-4 MCS  
 ----- C/P DD 21/06/2007

PLEASED TO SEND THE FINAL FIXTURE RECAPITULATION WITH  
 ALL SUBJECTS LISTED AND C/P DD 21/06/2007 AS FOLLOWS:

MV 'PANARA' EX 'AGHIOS SYMEON' EX 'CHEMI MOON' - SINGLEDECKER  
 FLAG: ST. VINCENT AND THE GRENADINES  
 3,595 MTS DWAT ON 5.660M SUMMER  
 3,469 MTS DWAT ON 5.543M WINTER  
 BLT OCTOBER 1982 JAPAN - LOA 91.91M, BEAM 14.03M,  
 2HO/2HA MCGRS HACOVSRS  
 HAOPENINGS: NO1 20,15M X 8 M  
 NO2 20,15M X 10,20M  
 GR/BL 168.000 / 164.591 CUFT  
 DERICKS 2 X 20 TONS + 2 X 3 TONS  
 T 2,584 / NRT 1,402  
 VESSEL'S TANKTOP STRENGTH ABT 4.7MT/M2

SPEED/CONS: UNDER GOOD WEATHER CONDITIONS UPTO BEAUFORT 3  
 ABT 8.5 KNOTS ON ABT 4.0 MTS IFO (120 CST) + ABT 0.8 MT GAS OIL  
 IN PORT IDLE ABT 0.8 MTS GAS OIL - GEAR WORKING ABT 1.5 MTS GAS OIL  
 VESSEL BURNS GAS OIL WHEN MANOEUVERING IN/CUT PORTS OR NAVIGATES  
 IN RIVERS / CANALS / RESTRICTED WATERS WITH OR WITHOUT PILOTS TO  
 MASTER'S DISCRETION.

TANK CAPACITIES AS FOLL:

ALL FIGURES MENTIONED BELOW ARE BSS 100% FULL

TANK NO2	IFO	ABT 110 MTS
TANK NO3	IFO	ABT 70 MTS
TANK NO4 PORT	MGO	ABT 14 MTS



TANK NO4 SBOARD MGO ABT 13 MTS  
 TANK NO5 PORT MGO ABT 13 MTS  
 TANK NO5 SBOARD MGO ABT 13 MTS  
 BALLAST TANK ABT 945 MTS  
 AFTER PEAK FW ABT 70 MTS  
 FW TANK PORT FW ABT 29 MTS  
 FW TANK SBOARD FW ABT 29 MTS

PHOTOS OF VSL'S HOLDS AND POCKET PLAN AS ATTACHED

= ALL DETAILS ABOUT WOG =

DWCC : ABT 3,300 MTS DEPENDING ON BUNKERS AND OF COURSE THE S.F. OF CGO  
 PANDI: THE SOUTH OF ENGLAND PROTECTION AND IDENTITY ASSOCIATION  
 (BERMUDA) LIMITED VALIDITY OF DATE COVER: 23.02.2008  
 (WHEN WILL BE RENEWED)

HANDW: NAME OF INSURERS: HELLENIC HULL MUTUAL ASSOCIATION  
 CORVETTE  
 BLUE WATER  
 BELMARINE  
 SIAT  
 NAVIGATORS  
 AHIS  
 EUROPEAN LINK ( INSURANCE BROKERS)

COVERGE AMOUNT :USD 2 MIO + INCREASED VALUE 500,000 USD  
 VALIDITY DATE OF COVER: 24.04.2007/24.04.2008

NATIONALITY OF CAPTAIN: RUSSIAN  
 NATIONALITY OF CREW: GEORGIANS + (REVERTING)

VESSEL CURRENTLY AT BERMEO UNDER DISCHARGING OPERATION WHERE ETC  
 22 JUNE PM - AGW/WP. AGENTS AT BERMEO MESSRS MARBECCO S.A. - EMAIL  
 MARBECCO@MARBECCO.BS TELEPHONE + 34 94 6884647/48/49

FOR

- ACCOUNT ANTARES TRANSPORT GMBH, GOSLAR / GERMANY - BACKINFO AS GIVEN
- TIME CHARTER PERIOD OF MIN 3 MONTHS - MAXIMUM 4 MONTHS IN CHOPT
- THESE 3-4 MONTHS TO BE CONSIDERED AS TRIAL PERIOD. CHARTERERS AND OWNERS WILL TRY TO MUTUALLY AGREE AFTER THIS PERIOD TO EXTEND THE CHARTER UPTO TOTAL 12 MONTHS (+/- 3- DAYS IN CHOPT) WHICH IS INCLUDING THE TRIAL PERIOD WHEN HIRE WILL NOT BE LOWER THAN 10PC OF THE CURRENT AGREED TIMECHARTER RATE AND NOT HIGHER THAN 10PC OF THE CURRENT AGREED TIMECHARTER RATE. THIS WILL DEPEND ON THE MARKET SITUATION AFTER ENDING OF THE FIRST 3-4 MONTHS.
- DELIVERY DLOSP BERMEO, NORTH SPAIN - ATDNSHINC
- LAY/CAN 20-30 JUNE 2007 - SHIP'S ETC BERMEO 22ND OF JUNE AGW/WP

- TRADING VIA SAFE PORTS SAFE BERTHS ALWAYS WITHIN IWL, BLACKSEA, FULL MED (EXCEPT ISRAEL - LEBANON - IOC), CONTINENT: GIBRALTAR-HAMBURG RANGE INCL UK (NO BALTIC) AND WEST AFRICA UPTO DAKAR BUT EXCLUDING MAURITANIA.
- REDELY DLOSP 1SP WITHIN TRADING LIMITS - ATONSHINC
- HIRE USD 3.250,-- DAILY INCLOT PAYABLE EVERY 15 DAYS IN ADVANCE
- BUNKERS ON DELIVERY TO BE PAID TOGETHER WITH THE FIRST HIREPAYMENT
- BUNKERING CLAUSE TO READ AS FOLL:  
BUNKERS ON DELY TO BE APT 30/40 MTS IFO AND APT 30/35 MTS MGO IN OWNS' OPTION. CHARTERERS TO REDELIVER THE VSL WITH ABOUT SAME QUANTITIES AS ACTUALLY ON BOARD ON DELIVERY. CHARTERERS TO PAY VALUE OF BUNKERS ON DELY TOGETHER WITH 1ST HIRE PAYMENT. PRICES BENDS USD 400 PMT FOR IFO AND USD 665 PMT FOR MGO. OWNERS' OPTION TO BUNKER VSL DURING THE CURRENCY OF THIS C/P PROVIDED SAME DOES NOT INTERFERE WITH CHARTERERS' OPS INCL DRAFT CONSIDERATIONS.
- USDS 1.500 LUMP SUM IN LIEU OF HOLDS CLEANING ON REDLY
- C/E/V USD 750,00 PER 30 DAYS OR PRORATA. CHARTERERS WILL PLACE A MOBILE PHONE ON BOARD AT THEIR EXPENSES WHICH WILL BE USED FOR CHARTERERS' MATTERS.
- INTERMEDIATE HOLD CLEANING USD 700,00 TOTAL  
BASIS BIMCO INTERMEDIATE HOLDS CLEANING CLAUSE:  
"UPON COMPLETION OF DISCHARGE OF EACH CARGO, THE CREW SHALL RENDER CUSTOMARY ASSISTANCE IN CLEANING ALL CARGO COMPARTMENTS IN PREPARATION FOR THE NEXT CARGO, IF REQUIRED BY THE CHARTERERS AND IF NOT PREVENTED BY ANY REGULATIONS OR AGREEMENT WHATSOEVER. SUCH CLEANING WORK SHALL BE PERFORMED WHILE THE VESSEL IS EN ROUTE TO NEXT LOADING PORT, PROVIDED THAT THIS CAN BE SAFELY DONE AND THAT THE DURATION OF VOYAGE IS SUFFICIENT. THE CHARTERERS SHALL PAY TO THE OWNERS USD 700 TOTAL. EACH TIME SUCH CLEANING IS PERFORMED. THE OWNERS WILL ENDEAVOUR TO EFFECT SUCH CLEANING AS BEST POSSIBLE, BUT WITHOUT ANY GUARANTEE THAT THE CARGO HOLDS WILL BE SUFFICIENTLY CLEANED AND ACCEPTED ON ARRIVAL AT THE LOADING PORT AND THE OWNERS SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE FACT THAT THE CREW HAS BEEN EMPLOYED IN CLEANING."
- CARGO EXCL CL TO READ:  
"FOLL CARGOES TO BE EXCLUDED: ALL DANGEROUS, INFLAMMABLE, INJURIOUS, HAZARDOUS AND CORROSIVE CARGOES, AMMUNITION, ARMS, EXPLOSIVES, RADIO ACTIVE OR NUCLEAR PRODUCTS OR WASTE, NUCLEAR FUEL, ACIDS, ASPHALT, PITCH IN BLK, LIVESTOCK, PETROLEUM OR ITS PRODUCTS, MOTOR SPIRIT, SALT, TAR OR ITS PRODUCTS, SODA ASH, BORAX, PYRITES, IRON PELLETS, IRON ORE FINES, MANIOC AND MANIOC PELLETS, SEED CAKES, LOADED BOMBS, COPRA OR ITS PRODUCTS, INFLAMMABLE/ INJURIOUS OR DANGEROUS GOODS, CALCIUM CARBIDE, CREOSOTED GOODS, BLK CEMENT AND BLK CEMENT CLINKERS, NAPHTHA, BLACKPOWDER, BLASTING CAPS, TNT, DYNAMITE, WET HIDES,

HOOVES, EXPLOSIVE DETONATORS, TURNINGS, TOXIC CARGOES, WAR MATERIAL, FISHMEAL, MARBLE BLOCKS, GRANITE BLOCKS, CONCENTRATES, BONES, CHARCOAL, QUEBRACHO EXTRACTS, HIDES, DIRECT REDUCED IRON (DRI) AND ITS PRODUCTS, SPONGE IRON, IRON BRICKETS, CALCIUM HYPOCHLORIDE, LOGS, PETROLEUM COKE, SCRAP AND MOTOR BLOCKS, AMMONIUM NITRATE, SULPHUR, POTASH, AGRICULTURAL PRODUCTS SUCH AS OIL CAKES, OIL SEEDS, DETONATOR CAPS, SUNFLOWER SEED EXPELLERS, ASBESTOS AND FERROSILICON."

- CONWARTIME/STEVEDORE DAMAGE CLAUSE - AS PER PROFORMA C/P - SUB AGREEING.
- BIMCO ISM CLAUSE TO APPLY
- ARBITRATION AND G/A, IF ANY, IN LONDON ENGLISH LAW TO APPLY
- 4PC TTL INCL ADDCOM HERE + 1,25PCT TO NAVATRADE SA
- OTHERWISE AS PER C/P MV COSE RACER CP DD 11TH JAN 2005 WHICH OFCOURSE ALTERS WITH ALL RELEVANT AMENDMENTS / ALTERATIONS, DELETIONS AND INSERTIONS AS PER MAIN TERMS AGREED AND FOLLOWING ALTERATIONS:
- LINE 33 DELETE "HER DELIVERY" INSERT "ARRIVAL FIRST LOADING PORT"
- LINE 37 AMEND TO READ "NOTICE ON FIXING THEN DAILY NOTICES"  
(ANY CASE PLS NOT VSL IS EXPECTED TO BE READY FOR DELIVERY DLOSP BERMEO ON 22/23 JUNE 2007 WP AGW UCE)
- LINE 47 AMEND TO READ "..... ON OWNERS' TIME UNLESS NO TIME THEREBY LOST. OWNERS HAVE THE OPTION TO APPOINT MASTER AS OWNERS' SURVEYOR AS REQUIRED ABOVE."
- LINE 50/69 DELETES ALL FM "UNLESS CARRIED IN ACCORDANCE ..... upto end of the clause 4 in line 69.... RISK AND EXPENSE" AND INSERT CARGO EXCLUSIONS CLAUSE AS AGREED IN MTERMS
- CLAUSE 5 LINE 71 AFTER "WITHIN" DELETE ALL AND INSERT TRADING AREAS AS AGREED IN MTERMS.  
ALSO ADD AT THE END "NO OTHER TRADE IS ALLOWED UNDER THIS CP"
- LINE 93 AFTER "CHARTERERS' ACCOUNT" INSERT "INCLUDING CREW ACCOMMODATION AT SHORE IF REQUIRED"
- LINE 94 AMEND TO READ: "COST FOR GARBAGE REMOVAL SUSTAINED IS TO BE BORN 50/50 BY OWNERS/CHARTERERS BUT IF AGENTS AT PORTS OF CALL CHARGE TOGETHER WITH D/A PROFORMA COMPULSORY GARBAGE REMOVAL, ALTHOUGH OWNERS WILL NOT DISPOSE ANY GARBAGE, THIS EXPENSE WILL BE 100PCT FOR CHARTERERS' ACCOUNT."
- LINE 104 REINSTATE ALL THE DELETED WORDS  
AND DELETE ALL THE WORDING AFTER LINE 105 I.E. FM " LASHING/SECURING/  
.... UPTO .... MASTER SUPERVISION" INCLUSIVE.
- CLAUSE 9 (A) TO BE AMENDED AS PER MTERMS AGREED REST OK

- LINE 135 DELETE ''10'' INSERT ''ABT 15''
- CLAUSE 13 (B) TO BE DELETED AND TO BE AMENDED:  
 ''IN PRINCIPAL NO DECK CARGO WILL BE LOADED, HOWEVER INCASE CHARTERERS  
 WILL HAVE SOME DECK CARGO TO BE LOADED, CHARTERERS WILL INFORM OWNERS  
 AND THIS WILL BE DISCUSSED/AGREED CASE BY CASE BETWEEN  
 OWNERS/CHARTERERS/MASTER.  
 IN THE EVENT OF DECK CARGO BEING FINALLY AGREED TO BE CARRIED AS  
 ABOVE, THE OWNERS ARE TO BE AND ARE HEREBY INDEMNIFIED BY THE  
 CHARTERERS .....'' ETC ETC REST OF WORDING TO REMAIN AS PER  
 ITEM(B) OF CLAUSE 13
- LINE 192 AFTER ''ACCOMPANY'' INSERT ''AT PORTS BUT NOT TO TRAVEL WITH''  
 (its a small vsl no much room on board)
- LINE 195 DELETE ''5'' INSERT ''15''
- LINE 197 DELETE ''3'' INSERT ''10''
- LINE 235 AFTER ''PROVEN'' INSERT ''DIRECTLY RELATED''
- LINE 242 D/D REVERTING
- LINES 285/286/287 TO BE REINSTATED BUT IN LINE 287 DELETE  
 FM '' SHALL BE COVERED/SETTLED BY OWNERS ..... etc etc ... till end ..  
 .... THEIR P+I CLUB.'' INCLUSIVE  
 LINE 187 TO ADD:  
 ''INCASE OF ANY RESPONSIBILITY FOR CARGO CLAIMS FROM THE PART OF THE  
 VESSEL, SAME SHALL BE COVERED/SETTLED BY OWNERS' PANDI CLUB.  
 CHARTERERS WILL HAVE THE BENEFIT OF OWNERS' PANDI CLUB AS FAR AS PANDI  
 CLUB RULES PERMIT SAME.  
 IN ANYCASE CHARTERERS WILL BE LIABLE FOR THE ''FRANCHISES'' IMPOSED TO  
 OWNERS BY THEIR PANDI CLUB.''
- LINE 298 AFTER ''TO BE OFF HIRE'' ADD ''PRORATA''
- LINE 299 DELETE '' AND THE OWNERS TO PAY STEVEDORE STAND-BY CHARGES  
 OCCASIONED THEREBY, ''
- LINE 301 AFTER ''BEAR THE COST'' ADD ''(AFTER OWS APPROVE SAME)''
- CLAUSE 29 DELETE ITEMS (E), (F)  
 ALSO IN SAME CLAUSE 29 ADD AT THE END  
 ''THE CREW TO RENDER ABOVE SERVICES/ OPERATIONS IF AND WHEN REQUIRED BY  
 CHARTERERS, UNLESS PORT REGULATIONS PROHIBIT SAME IN WHICH CASE SHORE  
 LABOUR TO BE FOR CHARTERERS' ACCOUNT. DURING ALL SUCH TIME THE VESSEL  
 TO REMAIN ON HIRE.''
- CLAUSE 30 DELETE ''OR WAYSILLS'' WHEREVER MENTIONED SAME IN THIS CL.  
 SAME CL30 DELETE ''OR TALLY CLERK'S'' WHEREVER MENTIONED SAME IN THIS CL
- CLAUSE 30 ITEM (C) TO REMAIN AS PER C/P WITH FOLLOWING AMENDMENT:

'IN THE CASE THAT OWNERS WILL AGREE AS MENTIONED IN CLAUSE 13(B) VESSEL TO CARRY DECK CARGO, BILLS OF LADING COVERING THIS DECK CARGO SHALL BE CLAUSED : 'SHIPPED ON DECK.....' ETC REST OF WORDING TO REMAIN AS PER ITEM (C) OF CLAUSE 30.

- LINE 379/380 DELETE 'BUT NOT EXCEEDING A VALUATION OF'
- CLAUSE 36 DELETE AND INSERT BIMCO INTERMEDIATE CL AS AGREED IN MTERMS ALSO ADD THE WORDING WE HAVE AGREED FOR THE REDELIVERY OF THE VSL WITH UNCLEAN HOLDS.
- CLAUSE 38 TO BE DELETED
- CLAUSE 45 DELETE 'NEW YORK'  
SAME CLAUSE 45 LINE 512 AFTER 'SHALL BE MEMBERS OF'  
INSERT 'L.M.A.A.,'

#### ADDITIONAL CLAUSES

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AAA.

'CHARTERERS' AGENTS TO RENDER WHATEVER POSSIBLE ASSISTANCE TO OWNERS' MATTERS SUCH AS HOSPITALIZATION, REPATRIATION OF CREW AND SUPPLY OF STORES AND PROVISIONS AGAINST OWNERS' PAYMENT OF ACTUAL EXPENSES AND HANDLING AGENCY FEE, IF ANY. IN ANY CASE CHARTERERS' AGENTS TO HANDLE MINOR OWNERS' MATTERS SUCH AS CREW MAIL, CASH ADVANCE TO MASTER, CREW SHORE PASS, MINOR SUPPLIES AND MINOR REPAIRS WITHOUT AGENCY FEE.'

BBB.

'CHARTERERS UNDERTAKE TO INFORM THEIR SERVANTS AND SUPPLIERS I.E. STEVEDORES, BUNKER SUPPLIERS, AGENTS ETC THAT ALL SERVICES/ SUPPLIES RENDERED FOR THIS VESSEL TO BE FOR CHARTERERS' SOLE ACCOUNT AND THAT NO CLAIM FOR RECOVERY DUE TO CHARTERERS' NON-FULFILLMENT OF SIR OBLIGATIONS CAN BE MADE UP AGAINST THE OWNERS OF THE VESSEL.

CHARTERERS WILL DO THEIR BEST TO INFORM OWNERS WELL IN ADVANCE NAMES OF AGENTS, TUGS, STEVEDORES, BUNKER SUPPLIERS INCLUDING THE RESPECTIVE STYLES AT EVERY INTENDED PORT.'

CCC.

'IN UKRAINIAN OR RUSSIAN PORTS IN BLACK SEA IN CASE VESSEL HAS TO ARRIVE WITH BALLAST WATER IN HBR HOLDS/TANKS, MASTER TO FOLLOW ALWAYS CHARTERERS' AND THEIR AGENTS' INSTRUCTIONS CONCERNING WHERE TO TAKE BALLAST BUT EVENTUAL CLAIMS FROM PORT AUTHORITIES CONCERNING VESSEL'S DE-BALLASTING IN PORT AREA ALWAYS TO BE FOR CHARTERERS' ACCOUNT.'

DDD.

'BIMCO ISM CLAUSE, BIMCO HAMBURG RULES CLAUSE AS BELOW TO BE FULLY



INCORPORATED IN THIS C/P''

BIMCO HAMBURG RULES CLAUSE:

''NEITHER THE CHRTRS NOR THEIR AGENTS SHALL PERMIT THE ISSUE OF ANY B/L, WAYBILL OR OTHER DOCUMENT EVIDENCING A CONTRACT OF CARRIAGE (WHETHER OR NOT SIGNED ON BEHALF OF THE OWNERS OR ON THE CHRTRS' BEHALF OR ON BEHALF OF ANY SUB-CHRTRS) INCORPORATING, WHERE NOT COMPULSORILY APPLICABLE, THE HAMBURG RULES OR ANY OTHER LEGISLATION GIVING EFFECT TO THE HAMBURG RULES OR ANY OTHER LEGISLATION IMPOSING LIABILITIES IN EXCESS OF HAGUE OR HAGUE/VISBY RULES.

THE CHRTRS SHALL INDEMNIFY THE OWS AGAINST ANY LIABILITY, LOSS OR DAMAGE WHICH MAY RESULT FROM ANY BREACH OF THE FOREGOING PROVISIONS OF THIS CLAUSE.''

EEZ.

''CHARTERERS HAVE THE OPTION TO ISSUE LINER BS/L BUT IN SUCH CASE MASTER WILL ONLY SIGN MATE'S RECEIPT AND AGENTS TO ISSUE ''ANTARES TRANSPORT'' LINER BS/L WHERE IS STATED THAT ''ANTARES TRANSPORT'' IS THE CARRIER. IN ADDITION, THE LINER BILLS OF LADING THAT CHARTERERS' AGENTS WILL ISSUE AS ABOVE WILL BE IN STRICT CONFORMITY WITH MATE'S RECEIPT AND ON TERMS NOT LESS FAVOURABLE THAN HAGUE VISBY RULES. CHARTERERS WILL ALSO PROVIDE OWNERS WITH A COPY OF BS/L AS ISSUED.''

FFF.

''CHARTERERS AGREE THAT AS FROM 11TH AUGUST 2007 ONWARDS AND WHEN VSL WILL SAIL IN CONTINENT AREA BETWEEN USHANT - HAMBURG RANGE INCLUDING U.K. (IN ANY CASE AS PER MAP OF SECA FOR ENGLISH CHANNEL AND NORTH SEA) SHE WILL BURN M.G.O IN HER MAIN ENGINE INSTEAD OF IFO (120) IN ORDER VESSEL TO COMPLY WITH REQUIREMENTS OF THIS ''SECA''.''

END++

EASE ADVISE CONFIRM ABOVE REASONABLE COMMENTS IN ORDER VSL BE FULLY FIXED ADVISING ALSO FIRST INSTRUCTIONS TO BE GIVEN TO THE MASTER/LOADING PORT AND FULL STYLE OF AGENTS THERE.

END

WE TRUST THAT THE ABOVE IS IN LINE WITH NEGOS HELD WHICH INCASE OF DISCREPANCIES, PLS NOTIFY IMMEDIATELY FOR CORRECTION.

MEANTIME PLEASE ADVISE SHIP'S LATEST ETC. BERMEQ, COMMUNICATION MEANS, CERTIFICATES, OWNERS' CONTACT DETS ETC (AS PER YESTERDAY'S MSGZ (OUR DOC-NO 2242236)

THANKS AGAIN FOR THIS BOOKING.

TELIX MSG: 5971D-00 22/06/07 12:24

NAVATRADE SA - GD DAY - PHONE: +30210 9213222

ATT. MR. CH. VENTOURIS  
AND  
CAPT. ANT. KARINTZIS

FURTHER TO OUR TLCON FEW MINS AGO HAVE SENT FOLL TO CHRS ON  
BEHALF OF THE OWNS:

QUOTE

RE MV FANARA / ANTARES - TC PERIOD 3-4 MOS  
----- C/P DD 21/06/2007

THKS FOR YOUR FIXTURE RECAP FEW CORRECTIONS FM OUR FIRST QUICK  
CHECKING  
(REVRTING IF OWNERS WILL FIND MORE WHICH I DOUBT)

+++++

COVEREGE AMOUNT :USD 2 MIO + INCREASED VALUE 500.000 USD  
VALIDITY DATE OF COVER: 24.04.2007/24.04.2008

DELETE:

"- CONWARTIME/STEVEDORE DAMAGE CLAUSE - AS PER PROFORMA C/P -  
SUB AGREEING."

- CLAUSE 13 (B) TO BE AMENDED AS FOLL:

"IN PRINCIPAL NO DECK CARGO WILL BE LOADED, HOWEVER INCASE  
CHARTERERS

WILL HAVE SOME DECK CARGO TO BE LOADED, CHARTERERS WILL  
INFORM OWNERS

AND THIS WILL BE DISCUSSED/AGREED CASE BY CASE BETWEEN  
OWNERS/CHARTERERS/MASTER.

IN THE EVENT OF DECK CARGO BEING FINALLY AGREED TO BE CARRIED  
AS

ABOVE, THE OWNERS ARE TO BE AND ARE HEREBY INDEMNIFIED BY THE

CHARTERERS ..... ETC ETC REST OF WORDING TO REMAIN AS PER  
ITEM(B) OF CLAUSE 13

- LINE 242 D/D: LAST DD JUNE 2006 - NEXT DD JUNE 2009

END++

DELETE FM FIXTURE RECAP:  
"PLEASE ADVISE CONFIRM ABOVE REASONABLE COMMENTS IN ORDER  
VSL BE FULLY  
FIXED ADVISING ALSO FIRST INSTRUCTIONS TO BE GIVEN TO THE  
MASTER/LOADING  
PORT AND FULL STYLE OF AGENTS THERE.  
END"

+++++ END OF CORRECTIONS

UNQUOTE.

REGARDS/JOHN PEPPES



Code Name: "NYPE 93"

Recommended by:

The Baltic and International Maritime Council (BIMCO)

The Federation of National Associations of

Ship and Brokers and Agents (FONASBA)

**TIME CHARTER<sup>®</sup>**

New York Produce Exchange Form

Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 8<sup>th</sup>, 1913 – Amended October 20<sup>th</sup>, 1921; August 6<sup>th</sup>, 1931; October 3<sup>rd</sup>, 1948;  
Revised June 12<sup>th</sup> 1981; September 14<sup>th</sup> 1993.THIS CHARTER PARTY, made and concluded in *Goslar*  
this *11th* day of *January 2005*Between: *Gose Navigation Ltd, Exchange Buildings, Republic Street, La Valetta**Owners* of the Vessel described below, and *ANTARES Transport GmbH, Am Marienbad 12, D-38640 Goslar as*Charterers.Description of Vessel

Name *Gose Racer* Flag *Malta* Built *1982* (year)  
 Port and number of Registry *Malta*  
 Classed *Germanischer Lloyd 100A5* in  
 Deadweight *2857* long<sup>3</sup>/metric<sup>3</sup> tons (cargo and bunkers, including freshwater and  
 stores not exceeding long<sup>3</sup>/metric<sup>3</sup> tons) on a salt water draft on *4.50m*  
 on summer freeboard.  
 Capacity *133.090* cubic feet grain *133.090* cubic feet bale space.  
 Tonnage *1988* GT/GRT.  
 Speed about *9.50* knots, fully laden, in good weather conditions up to and including maximum  
 force *3* on the Beaufort wind scale, on a consumption of about *4.0* long<sup>3</sup>/metric<sup>3</sup>  
 tons of *gasoil and 0.40 mton in port*

\* Delete as appropriate.

For further description see Appendix "A" (if applicable)

1. Duration

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period

of *6 month +/- 30 days on final Period.**Option to be declared 45 days prior termination of actual Period.*

within below mentioned trading limits.

2.	<u>Delivery</u>	29
	<i>Dropping outgoing Pilot Husum anytime Day/ Night/</i>	30
		31
		32
	The vessel on her delivery	33
	shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted	34
	for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear	35
	simultaneously.	36
	The Owners shall give the Charterers not less than <b>3 working</b> days notice of expected date of	37
	delivery.	38
3.	<u>On-Off Hire Survey</u>	39
	Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their	40
	respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct	41
	joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition	42
	of the Vessel. A single report shall be prepared on each occasion and signed by each surveyors, without	43
	prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.	44
	If either party fails to have a representative attend the survey and sign the joint survey report, such party	45
	shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.	46
	On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.	47
4.	<u>Dangerous Cargo/Cargo Exclusions</u>	48
	(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous,	49
	injurious, flammable or corrosive nature unless carried in accordance with the requirements or	50
	recommendations of the competent authorities of the country of the Vessel's registry and of ports of	51
	shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must	52
	pass. Without prejudice to the generality of the foregoing, in addition the following are specifically	53
	excluded: livestock of any description, <del>arms, ammunition, explosives, nuclear and radioactive materials,</del>	54
	<b>asphalt in bulk, cargoes for which vessel has no stability</b>	55
	<b>calculation/permission for loading. Cargo classed IMO 7 is subject of Owners approval.</b>	56
	<b>Bulk cargoes should be loaded only rarely with owners consent</b>	57
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	(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to	65
	<del>tons</del> and the Charterers shall provide the Master with any evidence he may	66
	reasonably require to show that the cargo is packaged, labeled, loaded and stowed in accordance with IMO	67
	regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at	68
	the Charterers' risk and expenses.	69

5. Trading Limits 70

The Vessel shall be employed in such lawful trades between safe ports and safe places 71  
 within *Continent, (until and including Hamburg), Mediterranean sea upto and incl Morocco,* 72  
*Black sea incl. Azov sea (ice period mpermitting excluding* 73  
*Israeli ports* 74  
 as the Charterers shall direct. 75  
 76

6. Owners to Provide 77

The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for 78  
 all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for 79  
 wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the 80  
 crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and 81  
 Equipment for and during the service, and have a full complement of officers and crew. 82

7. Charterers to Provide 83

The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise 84  
 agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory 85  
 garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages, 86  
 towages, agencies, commissions, consular charges (except those pertaining to individual crew members 87  
 or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel 88  
 puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all 89  
 such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew 90  
 shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while 91  
 the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations 92  
 shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six 93  
 months or more. *Cost for garbage removal sustained is to be born 50/50 by owners/charterers.* 94

The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a 95  
 special trade or unusual cargo, but the Owners shall allow them use any dunnage already aboard 96  
 the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in 97  
 their time. 98

8. Performance of Voyages 99

(a) The Master shall perform the voyages with due dispatch, and shall render all customary assistance 100  
 with the Vessel's crew. The Master shall be conversant with the English language and (although 101  
 appointed by the Owners) shall be under the orders and directions of the Charterers as regards 102  
 Employment and agency; and the Charterers shall perform all cargo handling, including but not limited to 103  
 loading, stowing, ~~trimming, lashing, securing, dunnaging, unlashng,~~ discharging, and tallying, at their risk 104  
 and expenses, under the supervision of the Master. 105

*Lashing/securing/dunnaging operations performed by the crew are made under*  
*Master supervision.*

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or 106  
 officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and if 107  
 necessary, make a change in the appointments. 108

9.	<u>Bunkers</u>	109
(a)	The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with:	110
	<del>long/metric</del> tons of fuel oil at the price of	111
	per ton;	112
	<b>about 75</b> tons of diesel oil at the price of <b>US\$ 290,00</b> per ton. The Vessel shall	113
	be redelivered with: <del>tons of fuel oil at the price of</del> per ton;	114
	<b>min 75</b> tons of diesel oil at the price of <b>US\$ 290,00</b> per ton.	115
	<i>*Same tons apply throughout this clause.</i>	116
(b)	The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.	117
		118
	The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not confirm with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.	119
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10.	<u>Rate of Hire/Redelivery Areas and Notices</u>	125
	The Charterers shall pay for the use and hire of the said Vessel at the rate of \$	126
	<del>U.S. currency, daily, or \$</del> <del>U.S. currency per ton on the Vessel's total deadweight</del>	127
	<del>carrying capacity, including bunkers and stores, on</del> <del>summer freeboard, per 30 days,</del>	128
	commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, Ordinary wear and tear excepted, to the Owners (unless Vessel lost) at	129
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	unless otherwise mutually agreed.	134
	The Charterers shall give the Owners not less than <b>10</b> days notice of the Vessel's expected date and probable port of redelivery.	135
		136
	For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT.	137
		138
11.	<u>Hire Payment</u>	139
(a)	<u>Payment</u>	140
	Payment of Hire shall be made so as to be received by the Owners or their designated payee in <b>US currency</b> viz <b>to the bank account, which to be indicated into the relevant hire invoices</b>	141
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		144
	in	145

**USA**

Currency, or in United States Currency, in funds available to the Owners on the due date, 15 days in advance and for the last month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.

At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

**(b) Grace Period**

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners 3 clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those 3 days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire 3 days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

**(c) Last Hire Payment**

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.

**(d) Cash Advances**

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2 ¼ percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

**12. Berths**

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.



<b>13.</b>	<b><u>Spaces Available</u></b>	183
(a)	The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.	184 185 186 187
(b)	In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.	188 189 190
<b>14.</b>	<b><u>Supercargo and Meals</u></b>	191
	The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due dispatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of <b>US\$ 5,-</b> per day. The Owners shall victual pilots and customs officers, and also, when authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of <b>US\$ 3,-</b> per meal for all such victualling.	192 193 194 195 196 197
<b>15.</b>	<b><u>Sailing Orders and Logs</u></b>	198
	The Charterers shall furnish Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.	199 200 201 202 203 204
<b>16.</b>	<b><u>Delivery/Canceling</u></b>	205
	If required by the Charterers, time shall not commence before _____ and should the Vessel not be ready for delivery on or before _____ but not later than _____ hours, the Charterers shall have the option of canceling this Charter Party.	206 207 208
	<b><u>Extension of Canceling</u></b>	209
	If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the canceling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest <del>seven</del> 3 days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the canceling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original canceling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.	210 211 212 213 214 215 216 217 218

17.	<u>Off Hire</u>	219
	in the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to river or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire.	220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236
18.	<u>Sublet</u>	237
	Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.	238 239 240
19.	<u>Drydocking</u>	241
	The Vessel was last drydocked <i>in october 2003</i>	242
	<del>*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.</del>	243 244 245
	*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.	246 247
	* Delete as appropriate	248
20.	<u>Total Loss</u>	249
	Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.	250 251
21.	<u>Exceptions</u>	252
	The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.	253 254 255

<b>22.     <u>Liberties</u></b>	256
The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.	257 258
<b>23.     <u>Liens</u></b>	259
The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.	260 261 262 263
The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.	264 265 266 267
<b>24.     <u>Salvage</u></b>	268
All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	269 270
<b>25.     <u>General Average</u></b>	271
General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in <i>London</i> and settled in <i>US\$</i> currency.	272 273 274
The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.	275 276 277 278
Time charter hire shall not contribute to general average.	279
<b>26.     <u>Navigation</u></b>	280
Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.	281 282 283
<b>27.     <u>Cargo Claims</u></b>	284
Cargo claims <del>as between the Owners and the Charterers shall be settled in accordance with the Inter Club New York Produce Exchange Agreement of February 1870, as amended May, 1984, or any subsequent modification or replacement thereof.</del> <i>shall be covered/settled by Owners P&amp;I Club. Charterers will have the benefit of Owners P&amp;I Club. But the Charterers will be liable for the "franchises" imposed to Owners by their P&amp;I Club.</i>	285 286 287



28.	<u>Cargo Gear and Lights</u>	288
	The Owners shall maintain the cargo handling gear of the Vessel which is as follows:	289
		290
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		292
	providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also	293
	provide on the Vessel for night work lights as on board, but all additional lights over those on board shall	294
	be at the Charterers' expenses. The Charterers shall have the use of any gear on board the Vessel. If	295
	required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the	296
	Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or	297
	insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that	298
	time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned	299
	thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If	300
	required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which	301
	case the Vessel shall remain on hire.	302
29.	<u>Crew Overtime</u>	303
	In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents,	304
	the Charterers shall pay the Owners, concurrently with the hire	305
	or pro rata. <i>Officers' and crew's services including overtime work cover:</i>	306
	a) raising/lowering gear	
	b) opening/closing hatches	
	c) maintaining power for cargo operations	
	d) shaping up hatches and cranes in order to commence cargo operations on arrival at berth or	
	place	
	e) lashing and securing of cargo (on deck and under deck), collecting and preparing of lashing	
	material and dunnage after gang work.	
	f) unlashings of cargo	
	<i>their mutual negotiations/agreements.</i>	
30.	<u>Bills of Lading</u>	307
	(a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates	308
	or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the	309
	Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.	310
	<i>Master / Owners to be responsible for number of packages loaded as indicated in manifest/bills of</i>	
	<i>lading.</i>	
	(b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall	311
	indemnify the Owners against all consequences or liabilities which may arise from any inconsistency	312
	between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master	313
	at their request.	314
	(c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and	315
	Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for	316
	any loss, damage, expense or delay howsoever caused."	317

harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this clause shall be for the Charterers' account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bails to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel."

and

(e) **WAR CLAUSES**

"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners, which shall be unreasonably withheld, to enter any port or any zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject of capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).

(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a Government program, the Vessel shall not be required to enter or remain at any such port or zone.

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."

**32. War Cancellation**

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries:

either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

33.	<u>Ice</u>	403
	The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and ice class.	404 405 406 407 408 409
34.	<u>Requisition</u>	410
	Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.	411 412 413 414 415
	If the period of requisition exceeds 3 months, either party shall have the option of canceling this Charter Party and no consequential claim may be made by either party.	416 417
35.	<u>Stevedore Damage</u>	418
	Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such Notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.	419 420 421 422 423
	(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.	424 425 426 427
	(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.	428 429 430 431 432
36.	<u>Cleaning of Holds</u>	433
	The <del>Charterers</del> <u>Owners</u> shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of <del>per hold.</del> <b>Charterers to pay monthly sweeping fee of US\$ 400,-.</b>	434 435 436
	In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lumpsum payment of <b>US\$ 0,00</b> in lieu of cleaning.	437 438 439

37.	<u>Taxes</u>	440
	Charterers to pay all local, State, Nautical taxes and/or dues assessed on the Vessel or the Owners	441
	resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter	442
	Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding	443
	taxes levied by the country of the flag of the Vessel or the Owners).	444
38.	<u>Charterers' Colors</u>	445
	The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their	446
	own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter	447
	Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers	448
	shall be for the Charterers' account.	449
39.	<u>Laid Up Returns</u>	450
	The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their	451
	underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum	452
	Period of 30 days if on full hire for this period or pro rata for the time actually on hire.	453
40.	<u>Documentation</u>	454
	The Owners shall provide any documentation relating to the Vessel that may be required to permit the	455
	Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial	456
	responsibility for oil pollution, provided such certificates are obtainable from the Owners'	457
	P&I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate	458
	of registry and certificates relating to the strength and/or serviceability of the Vessel's gear.	459
41.	<u>Stowaways</u>	460
(a)	(i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining	461
	access to the Vessel by means of secreting away in the goods and/or containers shipped by the	462
	Charterers.	463
	(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained	464
	access to the Vessel by means of secreting away in the goods and/or containers shipped by the	465
	Charterers, this shall amount to breach of charter for the consequences of which the Charterers	466
	shall be liable and shall hold the Owners harmless and shall keep them indemnified against all	467
	claims whatsoever which may arise and be made against them. Furthermore, all time lost and all	468
	expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account	469
	and the Vessel shall remain on hire.	470
	(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to	471
	sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a	472
	reasonable time, the Vessel is released and at their expense put up bail to secure release of the	473
	Vessel.	474

(b)	(i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.	475 476 477 478
	(iii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.	479 480 481 482
42.	<b><u>Smuggling</u></b>	483
	In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.	484 485
43.	<b><u>Commissions</u></b>	486
	A commission of        percent is payable by the Vessel and the Owners to	487 488 489 490
	on hire earned and paid under this Charter, and also upon any continuation or extension of his Charter.	491
44.	<b><u>Address Commission</u></b>	492
	An address commission of 2.50 percent is payable to <i>the Charterers</i>	493 494 495
	on hire earned and paid under this Charterer.	496
45.	<b><u>Arbitration</u></b>	497
(a)	NEW YORK	498
	<del>All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:</del>	499 500
	<del>One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that if any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.</del>	501 502 503 504 505
	<del>For disputes where the total amount claimed by either party does not exceed US \$ _____ the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.</del>	506 507 508



(b) LONDON 509  
 All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree 510  
 forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business 511  
 in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping, 512  
 one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No 513  
 award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as 514  
 above, unless objection to his action be taken before the award is made. Any dispute arising hereunder 515  
 shall be governed by English Law. 516

For disputes where the total amount claimed by either party does not exceed **US \$ 30000,- (twenty** 517  
**thousand) ++**  
 the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime 518  
 Arbitrators Association. 519

\* Delete para (a) or (b) as appropriate 520

\*\* Where no figure is supplied in the blank space this provision only shall be void but the other provisions 521  
 of this clause shall have full force and remain in effect. 522

If mutually agreed, clauses \_\_\_\_\_ to \_\_\_\_\_, both inclusive, as attached hereto are fully 523  
 incorporated in this Charter Party. 524

#### APPENDIX "A" 525

To Charter Party dated **December 18<sup>th</sup> 2003** 526  
 Between **Vista Maritime Company sa / Panama as** Owners 527  
 And **ANTARES Transport GmbH as** Charterers 528

Further details of the Vessel: 529

AS CHARTERERS:

AS OWNERS:

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT 2


**MASTROGIORGIS SHIPPING COMPANY LTD**

7, EFPLIAS STREET - 18537 PIRAEUS - GREECE  
 TEL: +30 210 4184025-8 FAX: +30 210 4537019  
 e-mail: mastrog1@otenet.gr

To: Antares Transport GMBH, Germany

JULY 11, 2008

**Re: MV Fanara - Antares - CP DD 21/06/2007**  
**Revised Final Hire Statement**

Vessel redelivered DLOSP Oran on 23/10/2007 at 23:20 utc or / 24/10/2007 at 00:20 lt. Bunkers on board were 69,358 mt of IFO and 27,70 mt of MGO. Charterers are kindly requested to arrange hire payment as per following final hire statement in accordance with CP terms

From: Delivery 6/22/2007 16:10 GMT  
 Until: 10/23/2007 23:20 GMT  
 TTL DAYS 123,2986

USD Debit USD Credit USD

Crane nbr 3 out of order 1/4 deduction as per relevant clause of our cp

Days off-hire FM:	7/22/2007 9:00		
TO:	7/22/2007 12:30	0.0384583	25%
FM:	7/23/2007 13:00		
TO:	7/23/2007 13:30	0.0052083	25%
FM:	7/24/2007 7:45		
TO:	7/24/2007 12:30	0.0494792	25%
FM:	7/24/2007 13:00		
TO:	7/24/2007 17:45	0.0494792	25%
FM:	7/25/2007 8:00		
TO:	7/25/2007 12:30	0.0468750	25%
FM:	7/25/2007 13:00		
TO:	7/26/2007 17:45	0.0494792	25%



## OFF-HIRE ORAN (Sugar)

FM: 9/15/2007 9:30  
TO: 9/15/2007 13:00

0.0364583 25%

## Days on-hire

123.02517361

## Hire per day:

3250 US\$

## Less Comm on hire:

4.00 %

15,993.27

399,831.81

## IFO ON DELY

mt: 109,4150

400

43,766.00

## MGO ON DELY

mt: 34,7300

665

23,095.45

## IFO ON RE-DELY

mt: 69,3580

400

27,743.20

## MGO ON RE-DELY

mt: 27,7000

665

18,420.50

## C/EN

750.00

pmpr

3,033.50

## INTERMEDIATE HOLDS CLEANING

(Pasajes- Sousse 7/2007)

700.00

(Le Specia- Alger 7/2007)

700.00

(Tarragona/casablanca 8/2007)

700.00

(Casablanca / rochefort 8/2007)

700.00

(Rouen / oran 9/2007)

700.00

(Seville / oran 9/2007)

700.00

(Seville / Skkda 10/2007)

700.00

## ILOHC

1500.00

## LESS:

MGO consumed during off-hire

0.2369792 days

x

0.8

665

126.07

DEDUCTABLE D/A DIFFERENCE AT PASAJES 11.12.2006 EURO 339.19 EQUIV TO:

463.27

MGO consumed during off-hire at Oran

0.0364583 days

x

0.8

665

19.40

## Owners expenses:

Oran, Sep/ 07 - Shore crane \$2250 as agreed

2250.00

Oran, Oct/ 07 - Shore crane \$2250 as agreed

2250.00

Claim at Oran on 07/09/2007, due to cargo shortage  
(Reverting with the exact amount)

5500

Hire Received:

6/26/2007	82,627.50
7/9/2007	50,492.75
7/20/2007	47,875.00
8/6/2007	38,298.06
8/20/2007	47,550.00
9/5/2007	46,336.73
9/10/2007	2,517.47
9/21/2007	47,500.00
	<hr/>
	430,463.22    481,626.76

Amount Due to Owners USD:

**51,163.54**

Please arrange payment of the above amount to Owners' bank as follows:

HSBC BANK PLC.,

93, AKTI MIAOULI

185 35 PIRAEUS

GREECE

TELEX: 211788 MDP GR

SWIFT: MIDLGRAA

FOR CREDIT THE ACCOUNT OF V.BULKERS SA

ACCOUNT NO. 001-048677-036

IBAN: GR21 0710 0010 0000 0104 8677 036

REF: 'MV FANARAI ANTARES'

CORRESPONDING BANK IN NY

HSBC BANK USA NEW YORK

SWIFT: MRMDUS33

ABA : 021001088

FOR CREDIT THE ACCOUNT NUMBER 000-04779-1

# EXHIBIT 3

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AURORA MARITIME INC..

Plaintiff,

- against -

ANTARES TRANSPORT GmbH.

Defendant.

08 CV

ECF CASE

**AFFIDAVIT IN SUPPORT OF PRAYER FOR MARITIME ATTACHMENT**

State of Connecticut )

ss: Town of Southport

County of Fairfield )

Kevin J. Lennon, being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and represent the Plaintiff herein. I am familiar with the facts of this case and make this Affidavit in support of Plaintiff's prayer for the issuance of a Writ of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Admiralty Rules of the Federal Rules of Civil Procedure.

**DEFENDANT IS NOT PRESENT IN THE DISTRICT**

2. I have attempted to locate the Defendant, ANTARES TRANSPORT GmbH within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant. Finally, I checked the New York State Department of Corporations' online database which showed no listings or registration for the Defendant.

3. I located a website hosted at [www.antar.com](http://www.antar.com) that appears to be owned, operated and maintained by the ANTARES TRANSPORT GmbH and/or the corporate parent, or group, to which it belongs – ANTARES LINES. However, a review of that website does not appear to show any presence within this District. *Attached hereto as Exhibit 1 is a printout from the aforementioned website.*

4. I submit based on the foregoing that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

5. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

6. This is Plaintiff's first request for this relief made to any Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

7. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy Peterson (Siegel), Colleen McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.

8. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendant.

9. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

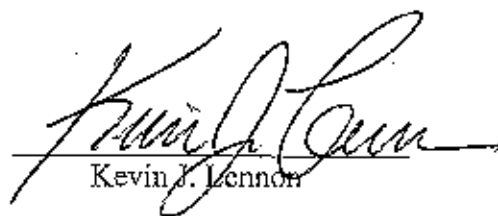
**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

10. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

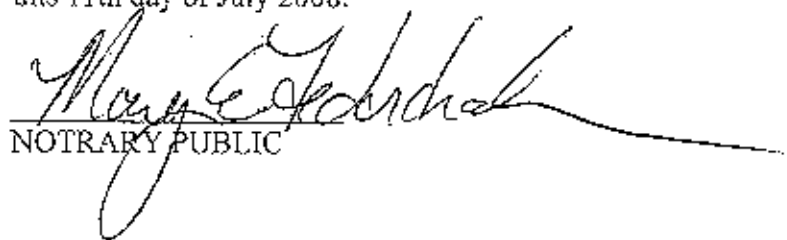
**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

11. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served through the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: July 11, 2008  
Southport, CT

  
Kevin J. Lennon

Sworn and subscribed to before me  
this 11th day of July 2008.

  
NOTARY PUBLIC

# EXHIBIT 1





# ANTARES LINES

## Goslar

ANTARES Transport GmbH  
Am Marienbad, 12  
38640 Goslar - Germany  
Tel: +49-5321-394990  
Fax: +49-5321-3949920  
E-mail: [shipping@antar.com](mailto:shipping@antar.com)

## Istanbul

ANTARES SHIPPING & CHARTERING TRADING  
CO.LTD  
Kavisli sokak , fidan apt no. 15 d.3  
Suadiye, 81074 Istanbul - Turkey  
Tel: +90-216-3721078 / 3725985  
Fax: +90-216-3725623  
E-mail: [istanbul@antar.com](mailto:istanbul@antar.com)

## Tripoli

ANTARES Transport (Tripoli branch)  
P.O.Box 4018  
Tripoli - Libya  
Tel. +218-21-340 25 28  
Fax. +218-21-340 34 96  
e-mail [tripoli@antar.com](mailto:tripoli@antar.com)  
internet Tripoli